75-3 #975

QUITCLAIM DEED Without Covenant

KNOW ALL BY THESE PRESENTS,

NO TRANSFER TAX PAID

035923

That It, FLEET BANK OF MAINE, a banking institution chartered by the laws of the State of Maine (the "Bank"), with its principal place of business at Portland, County of Cumberland and State of Maine, Mortgagee and Plaintiff pursuant to a civil action to foreclose a mortgage under 14 MRSA §6321 et seq., brought in the Superior Court, Somerset County, Civil Action Docket No. CV-92-219, against CARROLL W. COLFORD, Defendant, et als., and in execution of a Judgment of Foreclosure and Order of Sale dated April 26, 1993,

In consideration of One Dollar (\$1.00) and other valuable considerations paid by FLEET BANK OF MAINE, a banking institution, whose mailing address is One City Center, Portland, Maine 04101 the receipt whereof it does hereby acknowledge, does hereby RELEASE and QUITCLAIM unto the said FLEET BANK OF MAINE, its heirs and assigns forever,

A certain lot or parcel of land in Waterville, Kennebec County and Fairfield, Somerset County, Maine, being further bounded and described as follows, to wit:

Beginning at a steel pin marking the intersection of the westerly line of College Avenue and the southerly line of land conveyed to Sherwood I. Booker and Laurie-Jo Booker by Timothy W. Booker and Cynthia J. Booker, October 14, 1981 and recorded in the Kennebec County Registry of Deeds in Book 2427, Page 287, October 15, 1981. Thence south fifty-eight degrees ten minutes west (S 58° 10′ W) along the westerly line of College Avenue for one hundred and zero tenths (100.0′) feet to a steel pin. Thence north thirty degrees fifty-three minutes west (N 30° 53′ W) along the land to be retained by Herbert W. Joseph for two hundred and zero tenths (200.0′) feet to a steel

pin. Thence north fifty-eight degrees twenty-three minutes east along the land retained by the said Herbert W. Joseph for one hundred ninety-three (193 +/-) feet, more or less, to a point on the southerly line of land of Keyes Fibre Company. Thence southeasterly along the land of Keyes Fibre Company for ninety-five (95' +/-) feet, more or less, to a point on the westerly line of land, now or formerly of Lewis Murphy and Catherine Murphy, by deed dated February 20, 1952, and recorded in the Kennebec County Registry of Deeds in Book 920, Page 449. Thence southwesterly along the land now or formerly of Murphy and along the land of Booker for ninety-four (94 +/-) feet, more or less, to a stone monument. Thence south thirty degrees fifty-three minutes east along the land of Booker for ninety-six and three tenths (96.3' +/-) feet, more or less, to the point of beginning.

The herein-described parcel of land contains seven tenths (0.7 ac. +/-) of an acre, more or less.

Bearings and distances are from a survey by Rowe and Ellis, February 27, 1984. The bearings in this deed are different from those shown on an unrecorded plan by JAMES E. HANSON & COMPANY dated August 30, 1972. The northwesterly line of College Avenue, as shown on said plan, was unmonumented except for the iron pin at the southeasterly corner of land now or formerly of Booker. A stone highway monument was located approximately four hundred feet (400' +/-) northeasterly from said iron pin and a bearing of south fifty-eight degrees twenty-six minutes west (\$58°26'W), which bearing is shown on said unrecorded plan, was assumed to represent the bearing between the aforesaid iron pin and stone highway monument. The distance between the iron pin at the southeasterly corner of Booker and the stone monument at the southwesterly corner of Booker was three tenths (0.3' +/-) of a foot, more or less, shorter than the distance shown on said unrecorded plan.

Being the same premises conveyed to Carroll W. Colford by warranty deed of Herbert W. Joseph dated June 21, 1984 and recorded in Book 2696, Page 325 of the Kennebec County Registry of Deeds, and in Book 1144, Page 154 of the Somerset County Registry of Deeds.

Being a portion of the same premises conveyed to the Grantor herein by Mortgage Deed dated December 10, 1990 and recorded in the Kennebec County Registry of Deeds at Book 3845, Page 206, and recorded in the Somerset County Registry of Deeds at Book 1659, Page 266, which mortgage has been foreclosed by at Book 1659, Page 266, which mortgage has been foreclosed by civil action in the Superior Court, Somerset County, entitled Fleet Bank of Maine vs. Carroll W. Colford, Defendant, et als., Civil Action Docket No. CV-92-219, this sale and transfer being pursuant to said Court's Judgment of Foreclosure and Order of Sale dated April 26, 1993 and pursuant to the Notice of Public Foreclosure Sale duly published in the Central Maine Morning Sentinel.

SUBJECT to all outstanding real estate taxes and sewer assessments which the Grantee assumes and agrees to pay.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said FLEET BANK OF MAINE, its heirs and assigns forever.

IN WITNESS WHEREOF, It, FLEET BANK OF MAINE has caused these presents to be signed and its corporate seal to be affixed by Philip M. Sheloske, its Vice President and Assistant Treasurer, hereunto duly authorized this /tl day of September, 1993.

Signed, Sealed and Delivered

in presence of

FLEET BANK OF MAINE

Philip M. Sheloske Its: Vice President and Assistant Treasurer

State of Maine County of Cumberland, ss.

September ${\mathcal I}$, 1993

Personally appeared the above-named Philip M. Sheloske in his capacity as Vice President and Assistant Treasurer of FLEET BANK OF MAINE and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of FLEET BANK OF MAINE.

Before me, Wenne K. di Pictro Notary Public

(Please also print name)

DONNA R. DIPIETRO Notary Public My Commission Expires June 15, 1999

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> MIEST Tohma Charl Men REGISTER OF DEEDS

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